

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>				1. Contract ID Code		PAGE 1 OF 8	
2. Amendment/Modification No.  0003		3. EFFECTIVE DATE  20 JUNE 02		4. REQUISITION / PURCHASE REQUEST  N66001-0322-6341		5. Project No. (if applicable)	
6. ISSUED BY  CODE		7. ADMINISTERED BY (If other than Item 6)  CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP + 4 Code)				(X)		9a. Amendment of Solicitation No. N66001-02-R-5010	
				X		9b. Dated (See Item 11) 13 MAY 02	
						10a. Modification of Contract / Order No. /	
						10b. Dated (See Item 11)	
CAGE CODE		CEC (facility) CODE					
<b>11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ X ] is not extended.							
<i>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</i> (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
NA							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc..) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> Is Not, <input type="checkbox"/> Is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>							
The purpose of this modification is to clarify questions posed by prospective offerors, and add revised pages and attachments. See pages 2 through 8 hereto for questions and answers and replacement pages 34, 73, 74, 75, 76, 77, 83, 84, 89, Attachment II, and Attachment IV-1.							
<i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</i>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER (Type or print)			
15B. NAME OF CONTRACTOR		15C. Date Signed		16B. UNITED STATES OF AMERICA		16C. Date Signed	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

## **Questions for solicitation N66001-02-R-5010**

- 1) **QUESTION:** L-325 Past Performance Information, page 77 states that Offerors shall provide information on 5 previous Government contracts. Also, in M-312 Evaluation of Performance Risk on Page 92 it states "The Government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, ...." Based on this reading, we are assuming that by Offeror the Government means the Prime and subcontractors combined shall submit 5 past performance citations. Is this assumption accurate?

**ANSWER:** Your assumption is correct.

- 2) **QUESTION:** L-336 Place of Performance, Page 83, The Government instructs us that our "proposal must be based on performance of approximately 30% of work off-site in Contractor facilities, .....for shipboard work; 70% of the on-site will be on-board various ships..." This statement is unclear; it appears that 100% of the work will be performed on-board ship. If this is true, then from a costing perspective all we need to know is: When the staff is not working on-board ship, who is providing the facility where the staff will be located?

**ANSWER:** It is the contractor's responsibility to provide a facility within 1 hour surface driving time of various Military Navy bases in San Diego as stated in Clause L-336, Place of Performance.

- 3) **QUESTION:** L-336 Place of Performance, Page 83, Regarding the percentages provided, will the Government indicate if this percentage is on hours or cost? Also, does the Government expect this 30/70% ratio to apply across all categories or in total?

**ANSWER:** The 30/70% ratio applies across all categories and is on hours.

- 4) **QUESTION:** L-343 (d) (4), Page 84, for Subcontractor's responsibilities. Does written evidence include Teaming Agreements between the prime and subcontractors?

**ANSWER:** Yes.

- 5) **QUESTION:** M-307 Evaluation Criteria and Basis for Award, continuation page 89 states "This factor is significantly more important than commitment to subcontracting and more important than oral presentations." This is the only statement regarding orals in the entire solicitation, including Section L. Is it the Government intent to require Orals? If so, will the Government provide details in Section L as to what is expected with regard to Orals. Also, will the Government modify Section M to provide how Orals may be used to evaluate Best Value?

**ANSWER:** It is not the intent of the government to conduct oral presentations. Page 89, clause M-307, delete the last sentence on page 89 that reads: " This factor is significantly more important than commitment to subcontracting." Replace page 89 in its entirety with the new page 89 attached hereto.

- 6) **QUESTION:** The Government has provided all RFP files in PDF format. Will the Government consider providing editable versions of the documents to allow ease in completing required sections for submission in Volume III?

**ANSWER:** No.

- 7) **QUESTION:** Attachment II, Small Business/Subcontracting Information, states "Note that solicitation provision L-317, part 2.1(d)..." The contractor is unable to locate part 2.1(d) in the Section L-317. Will the government please provide clarification?

**ANSWER:** Attachment II, paragraph 1., change the second sentence in its entirety to read as follows: "Note that solicitation provision L-317, paragraph (B)(i), requires all offerors to fully cost out any proposed subcontracting costs". Page 77, paragraph (B)(i) change the second sentence in its entirety to read as follows: All elements shall be fully substantiated and verifiable, including subcontractor's cost. Replace page 77 in its entirety with the new page 77 attached hereto. Replace Attachment II in its entirety with the new Attachment II attached hereto.

- 8) **QUESTION:** Reference paragraph L-316 and L-349. Will the government please provide clarification of the proposal submission requirements for Volume II – Cost and Volume III – Contractual? Is the government requesting one (1) hard copy, one (1) 3.5 inch diskette, and an electronic submission for Volume II?

**ANSWER:** Yes.

- 9) **QUESTION:** Page 83, Section L-336, shows all work will be in San Diego. Page 80 requires us to bid \$700,000 in travel for each year of the contract. Where is this travel anticipated? Will the government please provide clarification?

**ANSWER:** Travel will be CONUS and very limited OCONUS (i.e., Japan and Hawaii). Page 83, Clause L-336, the last line has been changed in part to read as follows: "...and very limited travel OCOUNS (i.e., Japan and Hawaii)". Replace pate 83 with the new page 83 attached hereto.

- 10) **QUESTION:** Section L-345 could be interpreted as requiring 100% resumes for all personnel planned to be used on this contract, it does not state resumes are just for Key Personnel. This section also does not list how many resumes are required for each labor category. Will the government please provide clarification on resume requirements for proposal submission?

**ANSWER:** Resumes are only required for key personnel as indicated by the "K" beside the category in L-328.

- 11) **QUESTION:** L-332 Proposal of Fixed Fee Pool..., Page 82. States "Cost proposals shall be submitted in the following format: The prescribed format is not consistent with our standard pricing practices. Is the Offeror authorized to deviate from the prescribed format if changes are described and adequate justification provided?

**ANSWER:** No.

- 12) **QUESTION:** Page 34, at top, states travel "shall not exceed eight hours per person for any one person while in travel status during one calendar day". Is travel expected to Japan or WestPac ships under this contract, if so, travel at a minimum will be 13 hours of flight time from San Diego? Will the government please provide clarification?

**ANSWER:** The contractor will be required to travel to Japan and WestPac. **Clause H-350 REIMBURSEMENT OF TRAVEL COSTS**, (b)(2), page 34, only applies to CONUS not OCONUS. Change page 34, paragraph (b)(2) in part to read: "...however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day (this only applies to CONUS not OCONUS). Replace page 34 in its entirety with the new page 34 attached hereto.

- 13) **QUESTION:** Section H-302 Organizational Conflict of Interest (Systems Engineering)(Dec 1999)

Under Section (c) of this clause, the Government has required that "During the term of this contract and for a period of 3 years after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor,

subcontractor at any tier, or consultant to another supplier) to the Department of Defense, any product, item or major component of any item or product, which was the subject of the systems engineering and/or technical direction in support of performance under this contract.”

By invoking this clause, the Government has effectively restricted the contractor’s potential for future design and development of software products (to the Department of Defense) that may become the subject of the systems engineering and related technical support for the complete, integrated, installation of various classified and unclassified software installations and upgrades of networked systems, as called for by this RFP.

Will the Government please clarify the intent of invoking this clause? Our understanding of this RFP effort is that the technical support required is for pre-installation and checkout (PITCO) and Software System Operational Verification Tests (SOVTs) of software, and does not involve the official test and certification or independent validation and verification (IV&V) that would typically have restrictions of this scope. By invoking this clause, the Government has severely limited the awarded contractor’s ability to utilize key personnel, as well as key subcontractors, who, are best qualified to perform the efforts identified in the RFP SOW.

Although a clarification of the Government’s intent in invoking this OCI is requested, our recommendation is that this clause be removed in its entirety, or replaced with a more specifically focused clause, such as wording that follows:

“Contractor support of work under a specific delivery order of this contract may require that the Contractor sign an organizational conflict of interest statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or subcontractor) any proposal for any solicitation resulting from the work in the specific delivery order. The government will identify this requirement in the delivery order. All potential conflict of interest situations shall be handled in accordance with FAR Subpart 9.5.

“All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of any delivery order issued under this Contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of a procurement, as defined in FAR 3.104-4, shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” Form (See Attachment \_\_\_\_).”

**ANSWER:** Clause H-302 Organizational Conflict of Interest (Systems Engineering) states that the government owns any property (hardware/software) developed by the contractor during the performance of the contract; it is not the intent of the contract to inhibit development. The clause prevents the contractor

from selling this property to other organizations. The intent of this contract is not to develop software/hardware from scratch. However, we may want software upgrade/patches (i.e, GOTS-Delta upgrades, etc., or develop minor Engineering Change Proposals (ECPs). Clause H-302 will remain unchanged.

14) **QUESTION:** Paragraph (d) of Section H-302 on Page 23 requires the contractor to agree to "... not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part." As written, this clause appears to exempt any contractor who might be in any way involved in the design, development, or manufacturing of those systems in the SOW (i.e. GCCS-M, JMCIS, CTAPS, NTCSS, TBMCS, ADNS, and IT-21 LAN) from participating, either as a prime or sub, in this contract for software installation support. Please clarify that this is your intent.

If it is the Government's intent to let Paragraph (d) of Section H-302 stand as written, may a prime contractor submit a proposal that excludes either the prime or one of the prime's subs from performing that work which would create an Organizational Conflict of Interest (OCI)? For example, if Sub A on the prime's team supports GCCS-M development, may the prime submit a proposal that acknowledges an OCI for Sub A with respect to GCCS-M software installation and mitigate that OCI by stating that Sub A will be excluded from any SOW work related to GCCS-M?

**ANSWER:** Yes.

14) **QUESTION:** L-317 Submission of Proposals, Page 74, volume III. The Solicitation states, "Offerors shall submit SF-294s and SF 295s that match referenced contracts". This information is usually required as part of the Past Performance requirements. Attachment VI, Reference Information Sheet, Block 14 requires that the most recent SF 294 be attached, if applicable. Will the Government consider moving this requirement to Volume I, Section B – Past Performance?

**ANSWER:** Yes. Page 73 Volume I Section B Past Performance, change in part to add the following: Offerors shall submit supporting SF 294s and SF 295s that match referenced contracts. Page 73, Volume III, Section F- Miscellaneous, delete the last bullet which reads: - Offerors shall submit supporting SF 294s and SF 295s that match referenced contracts. Pages 73 and 74, delete in their entirety and replace with the new pages 73 and 74 attached hereto.

- 15) **QUESTION:** L-317 Submission of Proposals, Page 75, (b)(1)(I), Cross Referencing. The Government states, "Cross referencing information within or among volumes shall not be permitted except that tables identifying where applicable text may be found is acceptable." This statement is unclear; will the Government provide clearer guidance as to what is allowed with regard to cross-referencing?

**ANSWER:** Page 75, Clause L-317 Submission of Proposals, (b)(1)(I), Cross Referencing, change in part to read as follows: ... "Cross referencing information within or among volumes shall not be permitted. If it appears that the same information is being requested in different portions of the proposal, it shall be repeated. Page 75, delete in its entirety and replace with the new page 75 attached hereto.

- 16) **QUESTION:** Will the Government clarify if the Personnel Matrix, Attachment IV-1 must be provided for each proposed contract year?

**ANSWER:** Yes, the Personnel Matrix, Attachment IV-1 must be provided for each proposed contract year. Delete at the bottom of the chart, "Total Hours 90,000. Replace Attachment IV-1 with the new Attachment IV attached hereto.

- 17) **QUESTION:** L-343 Contractor Responsibility, Page 84. Having reviewed many SPAWAR solicitations, I cannot recall having seen one with this requirement. It is unclear as to what contractual requirements make this procurement unique in requiring the Offeror to provide such detailed information. Most information that relates to a contractors ability to perform work of this type may be determined/validated through Past Performance (Volume I) and from the Offeror's Administrative Contracting Officer. In addition, item (d)(4) requires the Offeror to obtain information from their Teaming Partner(s), which many of them would consider proprietary information. Questions: 1) Will the Government provide clarification regarding the necessity of this requirement? 2) Will the Government consider removal of this requirement in its entirety? 3) Will the Government allow subcontractors to provide the required material directly to the Government (Sealed Package)?

**ANSWER:** 1) Clause L-343 Contract Responsibility, page 84 is necessary to thoroughly and fairly evaluate each offerors in this very important area of contractor responsibility. The Clause states that ... "if the offeror believes that the information provided there under adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary. 2) The Government will not remove Clause L-343, Contract Responsibility. 3) Subcontractors may provide the required material directly to the Government as a hard copy of the proposal is required. Please refer to L-349, SUBMISSION OF ELECTRONIC PROPOSALS, page 86 of the solicitation.

18) **QUESTION:** L-343(b). Third sentence reads, "If this solicitation includes Provision L-325, 'Performance Risk Assessment', and if the offeror ..." It appears that the title of L-325 should be "Past Performance Information". Is this correct?

**ANSWER:** L-343 (b) change in part: from ...L-325, "Performance Risk Assessment", to ...L-325 Past Performance Information",...  
Replace page 84 with the new page 84 attached hereto.

19) **QUESTION:** L-317 (3)(ii) Section B, Past Performance. First sentence calls out L-325 as "Performance Risk Assessment". L-325 is titled "Past Performance Information". Will this paragraph be changed to reflect L-325 as "Past Performance Information?"

**ANSWER:** Page 76, Clause L-317 (3)(ii) Section B, Past Performance, change in the first sentence to read: Section B, Past Performance shall demonstrate the offeror's past performance by providing the information requested under provision L-325, "Past Performance Information", of this solicitation. Replace page 76 with the new page 76 attached hereto.

20) **QUESTION:** L-317 Submission of Proposals, Page 74, Volume II Cost. This section indicates that the Offeror is to provide a copy of the Cost Volume to both DCAA and DCMA. Usually we are only required to submit a copy to DCAA. Will the Government confirm that Offeror is supposed to provide a copy to DCAA and DCMA?

**ANSWER:** Clause L-317, Submission of Proposals, page 74, Volume II Cost, change the first sentence in part to read: "Also, submit an electronic copy to the cognizant DCAA office." The requirement to send a copy to DCMA has been deleted.

21) **QUESTION:** L-317 Submission of Proposals, Page 74, Volume II Cost. This section indicates that "a hard copy directory of the Excel files shall be provided with a correlation to the appropriate hard copy cost tables. It appears that this sentence should NOT be part of the asterisk. Will the Government clarify if this requirement is for Volume II or for the electronic copy to DCAA?

**ANSWER:** The requirement is for Volume II.

22) **QUESTION:** L-317 Submission of Proposals, Page 74, Volume II Cost. This section indicates that the Offeror should "not save with .exe extension. What exactly is the Offeror not suppose to save with an .exe extension?

**ANSWER:** Volume II must be saved as an excel file so that the data can be manipulated.



23) **QUESTION:** L-317 Submission of Proposals, Page 74, Volume II Cost. This section indicates that "this should accompany the hard copy proposal". Will the Government clarify what should accompany the hard copy proposal?

**ANSWER:** Everything that is requested under L-317.

24) **QUESTION:** C-718 Accessibility of Electronic and Information Technology, Page 16; C-719 Exemption from Electronic and information Technology Accessibility Requirements, Page 17 and K-701 Representation of Compliance with Electronic and Information Technology (EIT) Accessibility Standards, Page 68. The first two sections cited (C718 and C719) both have the statement, "**Note: This determination will be made on a Delivery Order by Delivery Order basis.**" Yet the Government is asking the Offeror to certify in Section K that it will "deliver Electronic and Information Technology (EIT) that complies with the EIT Accessibility Standards at 36 C.F.R. 1194". Since the Government is identifying the requirement on a Delivery Order basis, will the Government consider incorporating this certification on a Delivery Order instead of the base contract?

**ANSWER:** No, K-710 certification applies to any work issued under delivery orders requiring compliance with EIT.

25) Clause **L-335 ESTIMATED EFFECTIVE AWARD DATE**, change in part to read: .... contract award is 31 Jan 2003. ....

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day (**this only applies to CONUS not OCONUS**).

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

**52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding Officer  
Space and Naval Warfare Systems Center  
Code D212  
San Diego, California 92152-5001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in any solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) Provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L-317 SUBMISSION OF PROPOSALS (COMPLEX)(VARIANCE)**

(a) Proposals shall be prepared and submitted as follows:

**VOLUME I - Written Capability Information:** In addition to the electronic copy required in accordance with L-349 herein, the contractor is required to submit one hard copy to the Contract Negotiator at the following address: CONTRACTING OFFICER, SPAWARSYSTCEN, CODE 2212 (Attn: Patricia Oliver), 53560 Hull Street, San Diego, CA 92152-5001. This hard copy is to be received in accordance with the time indicated for electronic submission of proposals.

See asterisk below.

Page Limitation: **Section A** – Resumes – Maximum of 4 pages per resume, single spaced. The 4 page limitation should be inclusive of the signed statement of correctness and consent to disclosure page for the resume count.

**Section B** – Past Performance – No limit – See L-325. - Offerors shall submit supporting SF 294s and SF 295s that match referenced contracts.

**Section C – Commitment to Subcontracting-** Maximum of 25 pages. Copies of formal teaming arrangements will not be counted as part of the page limitation.

**Section D – Management Plan –** Maximum of 10 pages.

**VOLUME II - Cost:**

**Also, submit an electronic copy to the cognizant DCAA office. See asterisk below.**

Page Limitation: None

**\* An electronic copy of the cost proposal shall be submitted on a 3.5 inch, double sided, high density computer diskette in Microsoft Excel 5.0 (or later) format. A hard copy directory of the Excel files shall be provided with a correlation to the appropriate hard copy cost tables. Do not save with .exe extension. This should accompany the hard copy proposal.**

**VOLUME III - Contractual: Original only.**

Page Limitation: None

Section A - Proposal Cover Letter

Section B - Contract Forms

-SF-33 (with blocks 12-18 completed)

RFP Section B (with estimated cost and proposed fee inserted in Clause B-102)

Section C - Representation and Certifications (Section K of the RFP)

Section D – Unconditional assent to RFP terms and conditions

Section E - Small Business Subcontracting Plan, if applicable

Section F - Miscellaneous, i.e.:

-Name and address of DIS, and  
DCAA offices

-Dun and Bradstreet Number (DUNS#)

-Contractor Responsibility – Clause L-343

**(b) Format, Organization and Content**

**(1) Format**

**(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not**

be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal "by reference."

(B) The offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 8 1/2" by 14", and shall count as two pages.

(C) The type used shall be no smaller than 10-point font.

(D) Binding and Labeling: Binding. – Each volume shall be bound as a single, separate, self-contained document. Identification – A cover sheet shall be affixed to each volume, clearly marked as to volume name, volume number, the solicitation number, and the offeror's name and address.

(E) Classified Information: Classified information shall not be provided with the proposals.

(F) Proprietary Data: Proprietary data contained in the proposal shall be specifically identified by page, and paragraph and shall not be generalized. Such information shall be listed on a separate page.

(G) Table of Contents: A table of contents shall be provided for each volume. The table of contents for the technical proposal shall provide section number, section title, paragraph number, paragraph title, and page number on which the paragraph begins. The table of contents is not included in the page limitation.

(H) Use of Abbreviations and Acronyms: Only abbreviations and acronyms that are commonly recognized by a large number of technical and managerial disciplines shall be used. Self generated abbreviations and acronyms may be used but shall be limited to the case where it clearly enhances the readability. If any abbreviations or acronyms are used each shall be defined in a glossary. The glossary shall be tailored to each volume. The glossary location shall be immediately following the Table of Contents. The glossary is not included in the page limitation.

(I) Cross Referencing: Cross referencing information within or among volumes shall not be permitted. If it appears that the same information is being requested in different portions of the proposal, it shall be repeated.

## (2) Organization

(A) The proposal shall be organized into the volumes, sections and page limitations shown above:

(B) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are

no sections in the Cost Volume. As an example, page 62 of the cost volume would be numbered "II-62."

(C) Tables, figures, and charts also will be numbered consecutively in each section and volume using the scheme shown above, with the exception that "Table," "Figure," or "Chart" will precede the number where appropriate.

(3) Content. No section of the proposal shall contain classified information.

(A) VOLUME I, WRITTEN CAPABILITY INFORMATION No cost information shall be included in Volume I.

(i) Section A, Technical Personnel. **Offerors shall demonstrate that the proposed key personnel have at least 50% of their time committed to this effort.** In addition to the submission of resumes for key personnel, offerors should submit resumes in accordance with Section L-345. These labor categories and individuals are considered critical to the effort; their removal or absence from the contract would adversely impact quality, schedule, or cost. Resumes will be evaluated against the desired personnel qualifications.

Offerors who do not present sufficient information to permit complete evaluation by the government may be rejected.

(ii) Section B, Past Performance shall demonstrate the offeror's past performance by providing the information requested under provision L-325, "Past Performance Information", of this solicitation. Failure to submit the complete contractor performance information requested by provision L-325 will be considered certification (by signature on the proposal cover sheet [SF 33]) that the offeror has no past performance or only the limited past performance identified for like or similar items or services for the Government to evaluate.

(iii) Participation of Small Businesses/Subcontractors. Prepare and submit one copy of Attachment 2 "Small Business/Subcontracting Information Sheet" to provide the following information:

(a) Extent of participation of specific small business and small disadvantaged business concerns (whether as prime contractor or subcontractors) in terms of the value of the total acquisition.

(b) Extent of commitment to use specific small business and small disadvantaged business concern subcontractors.

*Note: Large business concerns are required to submit a separate Small Business Subcontracting Plan under other provisions of this solicitation; namely, 52.219-9 Alternate II. The requirement for the Small Business Subcontracting Plan is in addition to the information required by this provision.*

(iv) Section D, Management Plan, offerors should provide a plan that is a reflection of their understanding of the scope of the effort and an indication of how they plan to meet the unique challenges proposed by this requirement.

#### (B) VOLUME II, COST

(i) In preparing the cost volume, offerors shall use any labor hours and other costs provided in Section L of this solicitation. All elements shall be fully substantiated and verifiable including subcontractor's cost.

(ii) This volume shall be a complete and detailed cost breakdown and shall include all elements of cost and such other data as considered appropriate to support your proposal.

(iii) Particular emphasis will be placed upon the reasonableness of the labor rates that you propose. The straight time hourly rates shall use a forty hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors, i.e., vacation, sick leave, holidays, overhead, G&A, fee, etc.

(iv) If this solicitation requires work to be performed at both the contractor and a Government site, then your proposal must include your company policy concerning any stipulations as to when on/off-site rates are effective.

#### (C) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

#### **L-325 PAST PERFORMANCE INFORMATION**

(a) Offerors shall provide information on 5 previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last 5 years. If the Offeror has not had 5 Government contracts within the last 5 years, information on relevant subcontracts and/or commercial contracts may be submitted instead. This information shall be provided by the submission of Attachment VI "Reference Information Sheet" for each contract.

(b) In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment VII "Past Performance Questionnaire" and fax or e-mail the completed survey form directly to **Patricia Oliver, SPAWAR SYSTEMS CENTER, San Diego, 53560 Hull St., Bldg A33, RM 1602W, Code 2212, San Diego CA 92152-5002, (FAX # 619-553-1064; EMAIL ADDRESS: oliverpa@spawar.navy.mil** BEFORE THE DUE DATE OF THIS SOLICITATION. The Government may consider questionnaires received after the

Subcontractor C Total Price (Non-fee bearing)\*  
 G&A  
     SUBTOTAL (Total Cost)  
 Subcontractor Fee  
     Subcontractor A Fee  
     Subcontractor B Fee  
 Prime Fee on:  
     Subcontractor A Cost & Fee  
     Subcontractor B Cost & Fee  
 Prime Fee on Prime Cost LESS Subcontractor Cost  
     SUBTOTAL (Fixed Fee Pool)\*\*

Total Proposed (Total Cost + Fee Pool)

\*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause "Fee Determination and Payment (Indefinite Delivery Type Contract)"

\*\* For additional information on fee determination and payment from the fixed fee pool refer to clause in Section B-309.

### **L-335 ESTIMATED EFFECTIVE AWARD DATE**

For Bidding/Proposal purposes the estimated effective date of contract award is 31 January 2003.

### **L-336 PLACE OF PERFORMANCE**

Your proposal must be based on performance of approximately 30% of work off-site in Contractor facilities, within 1 hour surface driving time of various Military Navy bases in San Diego, CA for shipboard work.;70% of the on-site work will be on board various ships located at Naval Station 32<sup>nd</sup> St, San Diego; North Island Naval Air Station, San Diego; Submarine Base, Point Loma and very limited travel OCONUS (i.e., Japan and Hawaii).

### **L-339 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999)**

(a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains a clause in Section H relating to organizational conflicts of interest.



(b) If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.

### **L-343 CONTRACTOR RESPONSIBILITY (Variance)**

To aid in the determination of contractor responsibility, the following information is required:

(a) Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA), provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.

(b) A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If this solicitation includes provision L-325, "Performance Performance Information," and if the offeror believes that the information provided there under adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.

(c) A summary of your:

- (1) accounting procedures and controls.
- (2) organization.
- (3) production control procedures.
- (4) property control system.
- (5) quality assurance programs.
- (6) equipment and facilities relative to this effort.

(d) If any subcontracting, provide the following information:

- (1) Methodology for the selection of proposed subcontractors, if any, and the benefit they would bring to the arrangement.
- (2) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price.
- (3) Draft Small Business and Small Disadvantaged Business Subcontracting Plan.
- (4) **In accordance with FAR 9.104-4, the prospective contractors shall provide written evidence of their proposed subcontractor's responsibility. Provide any other additional information that will assist in a better or complete understanding of the proposed subcontractor's capabilities such as FAR 9.104-1.**

(e) A list of credit references, including suppliers. Provide company name, point of contact, and telephone number.

1. Key personnel
2. Past performance
3. Commitment to Subcontracting
4. Management Plan

Factor one is the most significant and factors 2-4 together equal the significance of factor 1.

#### (1) Key Personnel

Sub-factors:

- (i) Program Manager
- (ii) Software Engineer
- (iii) Network Systems Analyst
- (iv) Senior Installation Technician
- (v) Senior Field Technician

Sub-factors (i) through (v) are of equal importance. Each sub-factor/labor category has sub-elements of education and experience. Experience is more important than education.

The individual resumes should meet the desired criteria found in Attachment IV, Personnel Qualifications. As stated in L-317(b)(3)(A)(i), " Offerors shall demonstrate that the proposed key personnel have at least 50% of their time committed to this effort. We will consider the relative dedication (% of the time allocated to the contract) of each proposed individual in our evaluation. Offerors who do not present sufficient information to permit complete technical evaluation by the government may be rejected. For evaluation purposes, scores may be maximized to the extent proposed personnel exceed the desired criteria. Similarly, scores may be minimized to the extent proposed personnel fail to meet the desired criteria.

#### (2) Past Performance

Past performance is an assessment about the quality of a firm's prior performance on similar contracts. That judgment may be based on (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and (2) statements of opinion about the quality of specific aspects of the firm's performance or about the quality of the firm's overall performance, which have been obtained from the firm's customers and business associates, government agencies, and from other knowledgeable persons and organizations. It should be noted that in *every* instance past performance is an *assessment* based on *subjective rating* or *opinion*. Past performance is assessed and is assigned a numeric rating in the evaluation.

In the case of an offeror with no past performance or where information is not available, the factor of past performance will receive a neutral rating.

**ATTACHMENT II**  
**SMALL BUSINESS/SUBCONTRACTING INFORMATION SHEET**

1. Complete the following matrix to identify all small business concerns proposed for contract performance, whether proposed as a prime contractor or subcontractor. Note that solicitation provision L-317, paragraph (B)(i), requires all offerors to fully cost out any proposed subcontracting costs. Therefore, in completing this form, do not provide information for subcontractors whose costs are not fully disclosed and proposed. The number of matrix rows may be expanded, as necessary.

Name of Small Business Concern	Location (City, State)	Type of Business *	% of Total Acquisition Value **

\* Choose Small (to include small business, veteran-owned small business, HUBZone small, and women-owned small business concerns) or Small Disadvantaged (to include small disadvantaged business concerns, and historically black colleges or universities and minority institutions).

\*\* Identify the extent of participation of each small business concern in terms of the value of the total acquisition (including the Base Period and all options), based on the proposed total Cost Plus Fixed Fee per clause B-4.

2. For each small business concern subcontractor identified above, provide one copy of the original documentation that establishes a mutual agreement and enforceable commitment between you and the subcontractor. Attach said documentation to this form.

In accordance with Provision L-345 “Personnel Resume Requirements” of this solicitation, complete and submit the following matrix to identify the allocation of hours per year for each key person proposed. There are an identified number of minimum people to be assigned to each personnel category. Offerors can propose and list herein more personnel than the minimum. The total number of hours proposed for all the individuals in each category must add up to 100% of the estimated annual hours for that category.

[illegible]